UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA (Richmond Division)

In re:	Maria Eugenia Giraldo)	
•	Carlos Guillermo Guevara)	
	Debtor)	Bankruptcy No. 10-3733
)	
Address	s: 2113 Pemberton Road)	Chapter 13
	Henrico, VA 23238)	
)	
Maria -	SSN: xxx-xx-5553)	
Carlos -	-SSN: xxx-xx-2260	r	

NOTICE OF MOTION FOR RELIEF FROM STAY AND NOTICE OF MOTION FOR RELIEF FROM CO-DEBTOR STAY

JP Morgan Chase Bank, N.A. has filed papers with the court to Grant Relief from the Automatic Stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion (or objection), or if you want the court to consider your views on the motion (or objection), then on or before May 4, 2011, you or your attorney must:

[x] File with the court, at the address shown below, a written request for a hearing [or a written response pursuant to Local Bankrutpcy Rule 9013-1(H)]. If you mail your request for hearing (or response) to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above.

Clerk of the Court U.S. Bankruptcy Court 701 E. Broad Street, Suite 4000 Richmond, VA 23219-3525

You must also mail a copy to:

Matthew D. Huebschman, Esq. SHENANDOAH LEGAL GROUP P.C. P.O. Box 75 Roanoke, VA 24002-0075

Carl M. Bates, Trustee P.O. Box 1819
Richmond, VA 23218

Linda D. Jennings, Esq.
THE DEBT LAW GROUP, PLLC
111 Highland Avenue
Colonial Heights, VA 23834

- [] Attend a hearing to be scheduled at a later date. You will receive separate notice of hearing. If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing
- [x] Attend the hearing on the motion (or objection) scheduled to be held on May 25, 2011 at 9:30 a.m., Courtroom 5000, at the United States Bankruptcy Court, 701 E Broad Street, Richmond, VA

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Date: April 20, 2011 /s/ Matthew D. Huebschman

Matthew D. Huebschman, Esq.

SHENANDOAH LEGAL GROUP P.C.

P.O. Box 75

Roanoke, VA 24002-0075 Virginia State Bar No. 44181

Counsel for JP Morgan Chase Bank

Certificate of Service

I hereby certify that I have this 20th day of April, 2011, mailed or hand-delivered a true copy of the foregoing Notice of Motion (or Objection) to the parties listed on the attached service list.

/s/ Matthew D. Huebschman

Carl M. Bates, Trustee P.O. Box 1819
Richmond, VA 23218

Linda D. Jennings, Esq.
THE DEBT LAW GROUP, PLLC
111 Highland Avenue
Colonial Heights, VA 23834

Maria E. Giraldo 2113 Pemberton Road Henrico, VA 23238

Maria E. Guevara 14756 8th Ave Whitestone, NY 11357-1624

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA (Richmond Division)

In re:	Maria Eugenia Giraldo)	Bankruptcy No. 10-37331
	Carlos Guillermo Guevara)	Chapter 13, 2011
	Debtor)	
JP MORGAN CHASE BANK, NA.)	
)	
	Movant)	•
)	
v.)	
)	
MAR	IA EUGENIA GIRALDO)	
MAR	IA E. GUEVARA)	
ROB	ERT E. HYMAN, Trustee)	
)	
	Respondents)	

MOTION FOR RELIEF FROM AUTOMATIC STAY and MOTION FOR RELIEF FROM CO-DEBTOR STAY

COMES NOW JP Morgan Chase Bank, N.A., aka Chase Manhattan (hereinafter referred to as "Movant"), and moves the Court for relief from the automatic stay pursuant to U.S.C. §362 (d) on following described personal property, to-wit:

2008 Mazda MCX VIN: JM3ER29L480172166

- 1. Movant is the owner, and holder of a purchase money security interest on the above described property, and holder of an allowed secured claim in this case.
- 2. This is a motion pursuant to 11 U.S.C. Sec. 362 (d) and Fed. R. Bankr. P. 4001 seeking relief from the automatic stay in bankruptcy.
- 3. The Debtor, Maria E. Giraldo, has defaulted in the payments due under the terms of the purchase money security agreement or has otherwise defaulted under the terms of the purchase money security agreement forming the basis for the PMSI in this case.

Proponent of Motion Matthew D. Huebschman, Esq., VSB 44181 Of Counsel to Movant P.O. Box 75, Roanoke, VA 24002-0075

- 4. There is due and owing to Movant on the above described property the sum of \$18,518.53, together with interest at 12.54% from January 26, 2011, costs of \$150.00 and attorney's fees of \$250.00, along with such expenses of retaking and refurbishing as are necessary to sell the personal property under Article 9 of the Uniform Commercial Code.
 - 5. Debtor's remain in title and appears to have a vested interest in the property.
- 6. Debtor's are unable or unwilling to provide adequate protection to Movant and the automatic stay is resulting in a decrease in the value of Movant's interest in the subject property. There are arrears to the Chapter 13 Trustee in the amount of \$641.98.

NOTICE

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not wish the Court to grant the relief sought in this motion, or if you want the court to consider your views on the motion, then within fourteen (14) days from the date of service of this motion, you must file a written response explaining your position with the Court and serve a copy on the movant, JP Morgan Chase Bank, N.A., aka Chase Manhattan aka Chase Manhattan c/o Shenandoah Legal Group, P.C. Unless a written response is filed and served within this fourteen day period, the Court may deem opposition waived, treat the motion as conceded, and issue an order granting the requested relief without further notice of hearing.

If you mail your response to the Court for filing, you must mail it early enough so the Court will received it on or before the expiration of the fifteen day period.

You will be notified separately by the Clerk of the hearing date on the motion.

WHEREFORE, JP Morgan Chase Bank, N.A. moves the Court for relief from the automatic stay pursuant to 11 U.S.C. §362 to permit Movant to seek relief under state law remedies of the sale of the property and application of the proceeds to the indebtedness, and for such other and further relief as may be necessary and just.

MOTION FOR RELIEF FROM CO-DEBTOR STAY PURSUANT TO 11 U.S.C. 1301(c)(1)

COMES NOW JP Morgan Chase Bank, N.A., by counsel, respectfully moves this Court to grant it relief from the co-debtor stay pursuant to the provisions of 11 U.S.C. §1301 as they relate to a purchase money security agreement ("PMSI") on a 2008 Mazda MCX VIN: JM3ER29L480172166, and for its reasons states as follows:

JURISDICTION

- 1. Maria E. Giraldo, filed a voluntary petition under Chapter 13, Title 11, United States Code in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division on or about October 21, 2010
- 2. This is a motion pursuant to 11 U.S.C. §1301(c)(1) seeking relief from the co-debtor stay.
- 3. The Court has subject matter jurisdiction over this proceeding pursuant to 28 U.S.C. §157 and 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157 (b)(2)(G).

CLAIM FOR RELIEF

- 4. JP Morgan Chase Bank, N.A., Inc. is the holder of a pre-petition claim against Maria E. Giraldo in the amount of \$18,518.53 based upon the purchase money security agreement ("PMSI") by Maira E. Guevara.
- 5. Maria E. Guevara is a co-obligor on the debt to JP Morgan Chase Bank, N.A..
 - 6. The plan filed by the Debtor in this case proposes not to pay such claim.
- 8. Maria E. Guevara is not a debtor in this case or any other case filed under Title 11, United States Bankruptcy Code.
- 9. JP Morgan Chase Bank, N.A. is entitled to relief from the co-debtor stay pursuant to 11 U.S.C. §1301(c)(2).

WHEREFORE, JP Morgan Chase Bank, N.A., by counsel, respectfully moves the Court to grant relief from the co-debtor stay provisions of 11 U.S.C. §1301 as they pertain to Maria E. Guevara a non-debtor, and for such other and further relief as it deems just.

Respectfully submitted, JP Morgan Chase Bank, N.A.

By:/s/ Matthew D. Huebschman
Of Counsel

Matthew D. Huebschman, Esq. (VSB# 44181)
Of Counsel to Plaintiff
SHENANDOAH LEGAL GROUP, P.C.
P.O. Box 75
Roanoke, VA 24002
(540) 344-4490

Certificate of Service

I hereby certify that I have this 20th day of April, 2011, mailed or hand-delivered a true copy of the foregoing Notice of Motion (or Objection) to the parties listed on the attached service list.

/s/ Matthew D. Huebschman

Carl M. Bates, Trustee P.O. Box 1819
Richmond, VA 23218

Linda D. Jennings, Esq.
THE DEBT LAW GROUP, PLLC
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If the vehicle is lost or developed, you spread that we care too pay insurance positionard at the repair the position or so expely to your debt.

INSURANCE CHARGES RETURNED TO US: If any sharps for required instance is secured to us, it may be complied to your execute or stand to buy similar interserve or insurance which covers only our manner in the vanide, Any select on optional incurance or other products insurance in Bits Coverage obtained by us will be credited to your ecopart or returned to you. If insurance changes returned to us are credited to your account, they will be applied to to copy of your installments as they will cover, beginning with the time immallment.

EXCLUSION OF THE LIABILITY FOR THE GAP AMOUNT: It made is a total loss of the vehicle compact by its their confection or physical demands, you will not be califored to pay us the Cap attacks. The Cap amount is the difference between the annual you own under this Contract as of the than of the total tree and the same of: (1) any acquain markly payments, unpoint has been part place amounts that were class under this Contract prior to the date of the total load, you (2) the weight's extend comb value as of the date of the total load, to the swent & Gap propert points, you need entry pay on the tollowing amounts upon a total loss of the vehicle contact by its dash, conflictation or physical demogra (1) any unpoint morphy payerest, unpoint has been and other properly amounts that were thre washer this Contract prior to the class of the total base, plus, (2) the variety's manufactors while on of the date of the total loss. It, we of the date of the total loss, you have in affect a physical durings transfers policy which complies with the inclusives requirements and both to this Contract. One actual costs we've of the vehicle shall have the same meaning as water your inquirece policy l'ochanno of the decligation amount. It as of the clase of the botal base, you do not have in effect a physical damage insurance policy which CONTENIOR WITH THE MELLOWING PROPERTY AND THE TOP WITH THE BOTTON COST WELLO OF THE WORLD WITH WITH SHEET WHEN THE THEORY OF THE WORLD OF THE WORLD IN THE FIA D.A. Official Used Car Guido (Eastern Edition) as of the date of the total loca.

DEFAULT: You see to delicate this (ii) you tak to pay any payment within 10 days of the days (2) you break any of the agreements in this Contract, (3), you die or constant they your platful by they become due, it's may passes that to little may at your property by larger proceedings while it is your CORRESPONDED OF CONTROL TO YOUR PROPERTY WAS ADDRESSED IN ADDRESSED OF THE CONTROL OF SEE DESCRIPTION OF PROPERTY
OF ESTABLISHED. PEPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in declaring up loan, subject to any logic you may have to carry that dictional, document that, you pay all you good on this Contract as quade, if you had to pay, you sell by feeting has independent at the greatest of the Arrival Percentage Plans applicables to this Contract (that not to exceed the highest rate percentage by law) or the highest rate percentage by law until you. pay such emount.

REPOSSESSION OF THE VEHICLE: Proposession restrict our taking the values from your if you are in definal, we can represent the value. To take the writing are cars order your property or the property where it is stored, no long on it is done preceduly, if these is any personnel property in the which, such as clothing, we can excest they you. Any acceptables, equipment or replacement parts will correct with the replace.

CETTING THE VEHICLE BACK AFTER REPOSSESSION: If we repossess the which you have the daily to get it back (reduced) by curing any payment debuilds, within the liver allowed in the care notice or obtained by paying the arrive arready you over on the Chromat Incl. late pass the population the cost of tabling and storing the vehicle and other experience that the Assignee has had that that the exchang well one. when the vehicle is setd. On 1771 00, 6814*046 SALE OF THE REPOSEDESED VEHICLE: We will nevel you a without make at most to days before setting the s

inches The retricts by the 63% by the 6500, we can said to We will use the red proceeds of the said to pay us or part of your deck. The net proceeds of unto will be improved the may: Any otherway by thirty, styring, cheming, activations and nating the variation any excessor's massauche has, any count octate and provided beautiful by the office activations was partied price.

If you can us loss that the religious classifies it still best it clied four trible annexes the hands before it the it for the respective we may be

redulated to pay a littler who has given you a loss and also tolers a security interest in the ventrie. If you produce then the six proceeds of state, to the extent address by the you will pay up the difference between the had proceeds of sate and what you

DANG MITHER THE THE BYOLD GO INSE DOOR THE SERVICE WHEN BESTON HER CHESTON STRANGE AS THE COMMENT OF THE PROCESSING PROCESSING FROM ACCRECATED TO PARE Comment (but not to exceed the implement rate permitted by level or the highest rate permitted by low-until you pay at you own to wa. COLLECTION COSTS: It was the an atterney who is not our securic; amployee to colons what you come, you will pay the attentive's reservable from NO NET TO THE BYTHE EXPENDED DEPOSITION, WHICH WAY COURT CONTIN.

RETURN CHECK CHARGE: If any chook, mail or other have you send in payment of your obligation on this Connect is returned unpoid for any me way contribe how at one object, may have alked to bail a separal chiefs spained in \$50.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay at making her entering any at me rights. white the Contract without being them. For example, we can extend the true for enaltry some payments, without extending others. Any change in some of this Contract must be in writing and algred by ye. He stall charges are tireting it any provision of this Contract contacts with approximate the it will be CONSISTORED INCOMES NO CONSIST WITH MAN AND THE AMERICAN PROVIDENCE STORY CONSISTENCE.

WARRANTIES SELLER DISCLASIES; Unless the Soller moles is writing warrants, or enters trice a service contract within 80 days from the date of this Contact. The Sellar residue no represente a buplied on the weblish, and there we broked managine of standard the or of films of a perforable pergraph. RIGHT TO OFFSET: 15 the communities by operation of thes. If you any in defined, we don't pay all or paint of the innoverse arend under this Common

from my depends or hands that you have not us netweet latting you alread of time. RIGHT TO RECEIPT: If you make your payments wider the Contract by mad, you must supply a year-extracted stampest emelope to up it you received a receipt for your payment

CREDIT REPORTING: We may obtain a consistent credit report from one or more consumer reporting agreedant (credit business to connection with your application and an elevated advantage by application law, if you and to test to be about the requirement was requireded, and if so, the norms and address of any credit bureau body which we account your credit report. You some that we may save varily your analogness, become, analog and

GOYERNING LAW: This Contract is governed by the applicable levs of the State of Herr York, to the extent that each level are not presmokbilly the MAN of the United Status.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAMES AND DEFENSES WHICH THE DESTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for paraonal, family, or household use, in all other cases, Eugliddell not assert ignited any autosquent holder or estigates of this Contract any ctains or deleases the Buyer (debtor) may have against the Saller, or against the manufacturer of the vehicle or equipment obtained under this Contract.

AVM AGREEMENT TO ARBITRATE DISPUTES

The following Arbitration Agreement can alignificantly affect your rights in any dispite with us. Please read it carefully before signing this Contract.

- IF EITHER OF US CHOOSES, ANY CLAIM OR DISPUTE BETWEEN US (AS DEFINED BELOW) WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL
- IF EITHER OF US CHOOSES TO ARBITRATE, YOU WILL GIVE UP YOUR PIGHT TO PARTICIPATE AS A CLASS OR OTHER REPRESENTATIVE ON BEHALF OF OTHER PERSONS OR AS A CLASS MEMBER OR OTHER REPRESENTED PERSON ON ANY CLASS CLASS OF OTHER REPRESENTATIVE TYPE OF CLAIM YOU MAY HAVE AGAINST LIS, INCLUDING ANY RIGHT TO CLASS OF OTHER REPRESENTATIVE
- ARBITRATION OR ANY CONSCLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY MOT SE AVAILABLE IN APIBITRATION.

Any claim of dispute, whether in contract, but, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, eigents, successors or assigns, which arise but of or relate to your credit application, this Contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be subtrated by a single arbitrator on an. individual basis and not as a class or other representative type of action. You expressly waive any right you may have to arbitrate a class or other representative type of action. You may choose any one of the following arbitration organizations: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.acr.org), the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), or any other erbitration organization you choose that is acceptable to us. The erbitration shall be conducted in accordance with this Arbitration Agreement and, unless otherwise provided for in this Agreement to Arbitrate Disputes, the rules of the arbitration organization you chose (the "Arbitration Rules"). You may get a copy of the Arbitration Rules by contacting the arbitration organization or visiting its website.

The arbitrator shall be an attorney or restract judge selected in accordance with the Arbitration Rules. The arbitrator shall apply governing substantive low in melong an award. The arbitration hearing shad be conducted in the federal district in which you reside. The arbitrator's decision shall be in writing and elimer party may appeal the arbitrator's decision through the arbitration organization you chose. We will pay your thing, administration, service or case management fee and your erbitrator or handing fee all up to a requirmum of \$1,500. We will also pay any additional amount of such fees that the arbitrator determines we must pay in order to make this Agreement to Arbitrato Disputes enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's event shall be final and binding on all parties, except that the tosing party may request a new arbitration if allowed by the Arbitration Rules. This Agreement to Arbitrate Disputes; and any arbitration conducted horsunder, shall be governed by the Federal Arbitration Act (9 U.S.C. § at seq.) and noticy any state law concerning profession.

You and we retain any rights to self-help remedies, such as repossoration. You and we ratigly the right to seek individual remedics in small claims court for disputes or claims within that court's jurisdiction, united such action is transferred. removed or appealed to a different court. Neither you not we waive the right to arbitrate by astighting setting remedits or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This agreement shall survive any termination, payoff or transfer of this Contract. If any part of this Agreement to Arbitrate Disputate other malvers of class action rights, is dearned or found to be unerfloideable for any reason, the remainder shot remain enforceable.

New York State DMV - Internet Office Transactions

Check the Status of a Title Certificate or a Lien

Step 2: Verify Your Vehicle Information

VIN number:

JM3ER29L480172166

Model year:

2008

Vehicle Make:

MAZDA

Title Issue Date:

11/14/2007

Number of Llens: 01

Liens:

JPMORGAN CHASE BANK NA

Instructions for Step 2:

Make sure that the VN number, year and make are for your vehicle. They should match the information printed on your vehicle's registration documents.

If you recently ordered a duplicate title, please allow, 1 to 2 weeks from the Title issue Date to receive your title in the mail.

If this is NOT the correct vehicle...

- Use your browser's "Back" button to return to Step 1 and verify your entries.
 Make any necessary corrections and try again.
- If you have entered all of your information; correctly, and this page still shows the wrong vehicle, then you will need to contact the <u>Title Services</u>
 Bureau.

Brivacy and Security

Transactions Menu

DMY Home